

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.	FORMERLY The Chase Manhattan Bank	09/29/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Middle Atlantic Products, Inc.		
Street Address:	6 North Corporate Drive		
City:	Riverdale		
State/Country:	NEW JERSEY		
Postal Code:	07457		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2122694	DATATEL	
CORRESPONDENCE DATA			
Fax Number:	(908)722-0755		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	908-722-0700		
Email:	ipdept@nmmlaw.com		
Correspondent Name:	William R. Robinson		
Address Line 1:	721 Route 202-206		
Address Line 2:	2nd Floor		
Address Line 4:	Bridgewater, NEW JERSEY 08807		
NAME OF SUBMITTER:	William R. Robinson		
Signature:	/wrr/		
Date:	09/30/2005		

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REEL: 003167 FRAME: 0827

Total Attachments: 4

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REASSIGNMENT AND GRANT OF SECURITY INTEREST

This Reassignment and Grant of Security Interest is made by and between JPMORGAN CHASE BANK, N.A., formerly known as THE CHASE MANHATTAN BANK, having an address at 695 Route 46, Fairfield, New Jersey 07004 ("Assignor"), and MIDDLE ATLANTIC PRODUCTS, INC., having an address of 6 North Corporate Drive, Riverdale, New Jersey 07457 ("Assignee").

RECITALS

WHEREAS, on July 3, 2001, as collateral for loans granted to Assignee by Assignor pursuant to a Credit Agreement, the parties executed a Trademark Collateral Assignment (the "Assignment") that was intended as a security interest in the United States trademark shown on the attached Schedule A (the "Trademark"), but which was drafted in language of an outright assignment; and

WHEREAS, the parties wish to correct the error in the July 3, 2001 Assignment.

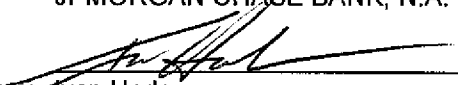
UNDERTAKINGS

NOW, THEREFORE, good and valuable consideration being extant, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties expressly agree that the July 3, 2001 Assignment, recorded in the United States Patent and Trademark Office at trademark reel/frame 2329/0245, was intended solely as an assignment of a security interest in and to the Trademark.
2. To the extent that Assignor acquired any rights in the Trademark other than a security interest, Assignor hereby assigns to Assignee, without recourse and without any representation or warranty, effective July 3, 2001, such additional rights in the Trademark, including, without limitation, the goodwill of the business symbolized thereby and the registration shown on Schedule A.
3. Assignee hereby grants to Assignor, effective July 3, 2001, a security interest in the Trademark, including the registration shown on Schedule A, as collateral for, and to secure the prompt payment, performance and observance of Assignee's obligations as set forth more fully in the Credit Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated beneath the parties' signatures below.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Ivan Harlow
Title: Vice President
Date: September 29, 2005

STATE OF NEW JERSEY)
) SS:
COUNTY OF SOMERSET)

On September 29, 2005, before me, the undersigned, a notary public in and for said state, personally appeared Ivan Harlow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

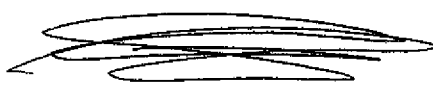
[SEAL]

My commission expires Susan A. Bennett
Notary Public of New Jersey
Commission Expires: 10/07/2008


Notary Public

[signatures continued on next page]

MIDDLE ATLANTIC PRODUCTS, INC.

By: 
Name: Robert J. Schluter
Title: President
Date: September 29, 2005

STATE OF NEW JERSEY)
)
COUNTY OF SOMERSET) SS:

On September 29, 2005, before me, the undersigned, a notary public in and for said state, personally appeared Robert J. Schluter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[SEAL]

My commission expires _____

Susan A. Bennett
Notary Public of New Jersey
Commission Expires: 10/07/2008


Notary Public

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>
DATATEL	Reg. No. 2,122,694